

OCEANS MANAGEMENT CONTRIBUTION PROGRAM

CONTRIBUTION AGREEMENT

Fisheries Consultation and Mapping for the
Eastern Shore Islands Area of Interest for Marine Protected Area Designation

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister
of the Department of Fisheries and Oceans (herein referred to as "DFO")

OF THE FIRST PART

AND

EASTERN SHORE FISHERMEN'S PROTECTIVE ASSOCIATION,
(herein referred to as the "Recipient")

OF THE SECOND PART

WHEREAS the Recipient has requested funding, through the Oceans Management Contribution Program ("the Program") to support Projects that contribute to the achievement of the DFO's objectives with respect to improving oceans governance and co-management of marine spaces through consultations and engagement, and increasing marine conservation efforts, supported by science evidence;

AND WHEREAS DFO has agreed to provide such funding to the Recipient to be used in accordance with this Agreement towards costs associated with carrying out the Projects in accordance with the terms and conditions of this Agreement;

THE PARTIES THEREFORE AGREE AS FOLLOWS:

1 MAXIMUM AMOUNT OF THE CONTRIBUTION

1.1 In support of the Project, described in Annex A, and subject to the terms and conditions set out in this Agreement, DFO agrees to contribute up to a maximum amount of \$41,887.18 towards eligible expenditures described in the Budget (Annex B).

1.2 The maximum amount of the contribution is established as follows:

- a) by Fiscal Year beginning on April 1 of a calendar year and ending on March 31 of the subsequent calendar year; and
- b) in accordance with the Budget (Annex B) at:
 - \$26,620.00 for Fiscal Year 2017-2018;
 - \$15,267.18 for Fiscal Year 2018-2019;totaling \$41,887.18 for the funding provided by DFO under this Agreement.

2 CONDITIONS

2.1 The Recipient acknowledges that under section 40 of the *Financial Administration Act* (R.S.C. 1985, c. F-11), any payment under this Agreement is subject to an annual appropriation for the Fiscal Year in which any commitment hereunder would come in course of payment. Therefore, funding for this Agreement may be reduced or terminated at DFO's discretion in response to the government's annual budget or a parliamentary spending decision that has an impact on the Program under which this Agreement is made.

- 2.2 Any payment under this Agreement is subject to the continuance of the Program under which this Agreement is made and the terms and conditions for the Fiscal Year in which any commitment hereunder would come in course of payment. Therefore, funding under this Agreement may be reduced or terminated at DFO's discretion in order to comply with any government decision that has an impact on the Program or its terms and conditions.
- 2.3 In the event of a proposed reduction or termination to the funding of the Program under subsection 2.1 or 2.2, DFO may, after giving the Recipient a written notice of (30) thirty days, reduce the funding or terminate this Agreement. If as a result of reduction in funding, the Recipient is unable or unwilling to complete the Project, the Recipient may, after giving DFO a written notice, terminate this Agreement. Subject to the terms and conditions of this Agreement, in the event that this Agreement is terminated, the obligations of both Parties will cease.
- 2.4 The Recipient agrees that:
- a) any payment under this Agreement is subject to a total financial assistance of all level of governments (stacking of federal, provincial, territorial and municipal financial assistance) and will not exceed one hundred percent (100%) of the Project's eligible costs;
 - b) it shall, without delay, inform DFO of any change to the budget, the Project objectives and/or activities, or of any change in anticipated funding and any additional amount that is received for the Project; and
 - c) if the total governmental financial assistance exceeds the percentage prescribed in paragraph a) of this section or if the Project generates a profit, or receives other sources of funding for the purpose of the Agreement, DFO may reduce the contribution, request reimbursement of any overpayment or renegotiate the expected activities/results.

3 ELIGIBLE EXPENDITURES

- 3.1 The Parties agree that only the budget categories of expenditures described in Annex B are eligible under this Agreement.
- 3.2 The Recipient agrees that the DFO's contribution only covers actual costs of those eligible expenditures described in Annex B of the Agreement. Hospitality, major capital assets, travel not directly related to Project, core or ongoing operating expenses and profit are not eligible costs for this Program.
- 3.3 DFO does not reimburse the tax paid by the Recipient for goods and services for which the Recipient is entitled to tax credit or reimbursement.
- 3.4 In accordance with the Reporting Requirements and Payment Schedule (Annex C) and the Budget (Annex B), eligible expenditures must be incurred by the Recipient in the Fiscal Year they are allocated and the Recipient may report an eligible expenditure to a subsequent Fiscal Year only with the written authorization of the Minister.
- 3.5 The Recipient declares that it will receive, or expects to receive, the financial support and in-kind assistance for the Projects defined in Program Description (Annex A) as listed in the budget (Annex B).

4 REALLOCATION OF FUNDS BETWEEN COST CATEGORIES

- 4.1 The Recipient is permitted to reallocate funds between categories of eligible expenditures, as identified in the Budget (Annex B), under the following conditions:
- a) Within a current Fiscal Year, a reallocation is greater than twenty percent (20%) of the DFO annual contribution for this Fiscal Year, the Recipient must obtain a written authorization from DFO and the Parties shall amend this Agreement; or

- b) Within a current Fiscal Year, a reallocation is up to twenty percent (20%) of the DFO annual contribution for the current Fiscal Year, the Recipient is not required to obtain a written authorization from DFO but the reallocation must be formally explained and included in the cash flow statement and any audited or non-audited financial reports or statement required under this Agreement
 - c) If the reallocation results in adding or deleting a budget category, a change in the Project objectives, activities, outcomes or results, the Recipient must obtain a written authorization from DFO.
- 4.2 Despite any reallocations, the maximum amount of funding will remain the same as set out in subsection 1.2.

5 PAYMENT SCHEDULE AND FINAL PAYMENT (HOLDBACK)

5.1 DFO agrees to provide the Recipient with advance payments under the following terms and conditions:

- a) The Recipient has presented a written request for an advance payment considered acceptable by DFO in both form and content;
 - b) The Recipient accepts to provide a cash flow statement identifying the projections of expenditures and any other information that DFO may require, using the Cash Flow Projection of Eligible Costs form provided in Annex E;
 - c) DFO will provide to the Recipient, upon its request, an initial advance payment for up to an two (2) month period, based on the cash flow statement submitted by the Recipient and approved by DFO in accordance with the Reporting Requirements and Payment Schedule (Annex C);
 - d) DFO may alter the frequency and/or amount of such advance payments at any time by giving a thirty (30) days notice to the Recipient in writing;
 - e) The Recipient must maintain a record of all funds received from DFO as well as any eligible expenditures incurred and to submit the updated financial reporting, as required by subsection 6.2, using the form provided in Annex D;
 - f) If the amount of the advance is less than the eligible expenditures incurred for which the advance was approved, DFO will reimburse the difference to the Recipient; without exceeding the maximum annual amount pursuant to subsection 1.2; and
 - g) If the amount of the advance is more than eligible expenditures incurred for which the advance was approved, the Recipient must reimburse the difference to DFO or DFO will recover the surplus from any sums payable to the Recipient.
- 5.1 DFO may issue a payment only after being satisfied that the Recipient has complied with its obligations under this Agreement, including but not limited to the production of the following reports:
- a) All cash flow statements and financial reporting required under subsection 6.1 and subsection 6.2.
 - b) The final financial reporting statement required under subsection 6.2.

- c) All interim or final Project Progress/Activity Report required under subsection 7.

5.2 DFO will issue a final payment at the end of this Agreement (holdback), representing five percent (5 %) of the DFO's contribution, only when she/he is satisfied that the Recipient has complied with all the obligations under this Agreement.

6 FINANCIAL REPORTING

The Recipient must account for the use of the funds and demonstrate that obligations under this Agreement have been met. To this end, the Recipient shall:

6.1 The Recipient shall provide to DFO with an initial cash flow statement (Annex E) upon the signature of the Agreement. The cash flow must contain a presentation of the Project budget, as categorized in the Budget (Annex B), and include a statement of forecasted expenditures. It must be certified by a person duly authorized by the Recipient.

6.2 The Recipient shall provide to DFO a final cash flow statement (Annex E) and Project Progress/Activity Report (Annex D) on the Project. The cash flow statement and Project Progress/Activity Report must contain a presentation of the Project budget, as categorized in the Budget (Annex B), and include a statement of revenue and expenditures. It must be certified by a person duly authorized by the Recipient and show any reallocations of funds between budget items, as per the requirements of section 4, and supporting documentation for the reallocation. The final cash flow statement and Project Progress/Activity Report must be submitted to DFO no later than sixty (60) days after the completion of the Project activities.

6.3 All sources of funding and all in-kind contributions for the Project shall be identified separately in the Budget (Annex B) and be identified in the Financial Summary as described in Annex D.

7 NON-FINANCIAL REPORT

7.1 At the end of the Project, the Recipient shall provide DFO a final Project Progress/Activity Report (Annex D) no later than sixty (60) days after the end of the Projects.

7.2 The recipient shall provide DFO with any additional information that DFO deems necessary for the purpose of this Agreement.

8 SURPLUS AND DEFICIT

8.1 Any deficit remaining upon expiry of this Agreement is the sole responsibility of the Recipient.

8.2 Any surplus remaining upon expiry of this Agreement constitutes a debt due to Crown.

9 EQUIPMENT

Any equipment purchased under this Agreement shall become the property of the Recipient.

10 PROJECTS' RECORDS

The Recipient shall:

- a) Maintain separate accounting records, clearly identifying revenues and expenditures for the Project, and in the case of any in-kind contributions to the Project by the Recipient or by third parties, records supporting the provision of such in-kind contribution;

- b) Maintain financial records with respect to DFO's contribution in accordance with generally accepted accounting principles as prescribed in the *Canadian Institute of Chartered Accountants Handbook*, including records of all expenditures made by the Recipient in relation to the Project and invoices, receipts and vouchers relating thereto; and
- c) Retain all materials and records relating to this Agreement and the Project for a period of no less than five (5) years following the expiry or termination of this Agreement.

11 AUDIT

- 11.1 The Recipient agrees that DFO may appoint independent auditors, at DFO's expense, during the term of this Agreement and within five (5) years following the expiry or termination thereof to review the records maintained by the Recipient in order to ensure compliance with all financial and non-financial provisions of this Agreement, including the management of funds provided by DFO and the consistent application of generally accepted accounting principles in the maintenance of financial and accounting records.
- 11.2 The Recipient agrees that DFO may cooperate and share information with other Government of Canada departments or agencies for the purpose of Single Recipient Audit. Single Recipient Audit, utilizes a coordinated approach to recipient audit, whereby an auditor representing different departments or different programs within one department conducts a single audit of a common recipient to verify compliance with terms and conditions of some or all funding agreements.
- 11.3 The Recipient shall give access to their premises and make all materials and records available to DFO for the purpose of any evaluation or audit conducted under this Agreement, without charge, during regular business hours within seventy-two (72) hours after receiving written notification and shall make available any supporting documents, records, registers or other documents when requested. The Recipient shall provide copies of records and registers when requested, without charge.
- 11.4 The Recipient shall make any materials and records mentioned in subsection 10 available to the Auditor General of Canada when requested by the Auditor General for the purpose of an inquiry under subsection 7.1(1) of the *Auditor General Act*, R.S.C., 1985, c. A-17.

12 OVERPAYMENT

- 12.1 The Recipient is deemed to have received an overpayment if any of the following occurs:
 - a) Sums were paid to the Recipient but remained unexpended by the end of the last Fiscal Year covered by this Agreement or the date of expiry or termination of this Agreement;
 - b) The Recipient's updated cash flow statement has been completed, and an overpayment has been identified as a result of ineligible expenditures;
 - c) DFO carries out a financial analysis or audits the financial statements of the Recipient and an overpayment is identified as a result of ineligible expenditures or costs;
- 12.2 The Recipient recognizes that expenditures may be deemed ineligible if there is no related invoice, receipt or other supporting documents or if, in the opinion of DFO, the expenditures cannot be substantiated.
- 12.3 Any overpayment is a debt to the Crown and payable by the Recipient. Reimbursements due to DFO by the Recipient shall be made to the Receiver General of Canada.
- 12.4 Should the Recipient fail to pay any debt to the Crown in full, interest on the outstanding debt shall accrue in accordance with the federal government's *Interest and Administrative Charges Regulations* until the full amount payable has been received by DFO.

13 PUBLIC ANNOUNCEMENT AND COMMUNICATIONS

- 13.1** Subject to subsection 13.2, the Recipient may publicly acknowledge the Contribution provided by DFO under this Agreement in any publication, other media or public information release with respect to the Project.
- 13.2** Any reproduction of a corporate symbol of the Government of Canada that is used in an acknowledgement by the Recipient under subsection 13.1, will be in a manner satisfactory to DFO. The Recipient will submit the publication, media or public information release, as applicable, to the DFO representative identified in the Notices section 26 of the Agreement for approval at least two (2) weeks before printing or publication.

14 INTELLECTUAL PROPERTY

- 14.1** DFO and the Recipient may negotiate the terms by which intellectual property that is created, gathered or organized by the Recipient in carrying out the Project may be shared.
- 14.2** The Recipient agrees to make the results of the Project widely accessible within a reasonable time but no later than two years following completion of the Project.
- 14.3** DFO will not claim ownership of any intellectual property arising from the Project, but may use any material and information produced under this Agreement ("Information") for DFO and Government of Canada purposes without any restrictions except as stipulated in section 14.4 herein.
- 14.4** If DFO wants to disclose any Information that was not previously disclosed by virtue of section 14.2, DFO will submit this Information to the Recipient for review and the Recipient may within thirty (30) days afterwards request DFO by written notice to withhold disclosure of the Information or any portions thereof for a reasonable time for the purpose of a scientific publication, filing a patent application, or both. Upon being so notified DFO may either withhold disclosure of the Information or of the portions designated by the Recipient for a reasonable time, not to exceed one year from the date of the written notice, to allow the Recipient to publish and to file a patent application.
- 14.5** Notwithstanding the preceding sections, neither Party may release confidential Information of the other Party in any way whatsoever without the other Party's prior written authorization; however, in DFO's case, any confidentiality obligation shall be subject to access to Information and privacy protection legislation, including the *Access to Information Act* and the *Privacy Act*.

15 NO EMPLOYEE RELATIONSHIP, AGENCY RELATIONSHIP OR ASSIGNMENT

- 15.1** Nothing in this Agreement, nor any acts of the Recipient or of DFO creates or is intended to create an agency, association, employer-employee, or joint-venture relationship between the Recipient and Her Majesty the Queen in right of Canada.
- 15.2** Neither Party will at any time hold itself out as acting as an agent of the other Party.

16 ASSIGNMENT

The Recipient shall not assign its rights or obligations hereunder to any person without the express written consent of DFO and shall be and remain jointly and severally liable for all obligations to DFO notwithstanding any assignment.

17 CONFLICT OF INTEREST

- 17.1 No member of the House of Commons or the Senate will be admitted to any share or part of this Agreement or to any benefit arising from it that is not otherwise available to the general public.
- 17.2 No individual, for whom the post-employment provisions of the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders* or the *Values and Ethics Code for the Public Service* apply, will derive any direct benefit from this Agreement unless that individual is in compliance with such legislation and codes. The Recipient will disclose to DFO any individual it intends to hire or remunerate who was formerly or is presently a federal public servant.

18 LOBBYING

The Recipient will ensure that any individual lobbying on its behalf is in compliance with the *Lobbying Act*.

19 LIABILITY

The Recipient agrees that DFO and her/his employees and agents shall not be held liable for any injury, including death to any person, or for any loss or damage to property of the Recipient or for any obligation of the Recipient or anyone else, incurred or suffered by the Recipient or its employees, agents or voluntary workers in carrying out the Project, including loans, capital leases or other long term obligations in relation to the Agreement.

20 INDEMNIFICATION

The Recipient shall indemnify and save harmless DFO and her/his employees and agents from and against all claims, losses, damages, costs, expenditures, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Recipient or its employees, agents or voluntary workers in carrying out the Project, except that DFO shall not claim indemnification under this section to the extent that the injury, loss or damage has been caused by DFO or her/his employees or agents.

21 DISCLOSURE

- 21.1 Information gathered by the Parties in carrying out this Agreement is subject to the applicable federal and provincial legislations, regarding access to information and privacy.
- 21.2 The Recipient acknowledges that the DFO may make this Agreement public along with any reports, audits, evaluations or other documents produced in connection with this Agreement and any information contained in them.

22 DEFAULT AND REMEDIES

- 22.1 Any of the following events constitute a default to this Agreement:
- a) the Recipient becomes bankrupt or insolvent or is placed in receivership or takes the benefit of any statute relating to bankrupt and insolvent debtors;
 - b) an order is made or a resolution is passed for the winding-up of the Recipient or the Recipient is dissolved;
 - c) in DFO's opinion, there is a change in risk that would jeopardize the success of the Project or the achievement of its objectives;
 - d) the Recipient, either directly or through its representatives, makes a false or misleading statement to DFO;

s.19(1)

- e) in DFO's opinion, the Recipient is in breach of the performance of, or compliance with, any term, condition, milestone, deadline, commitment or obligation provided for in the Agreement; or,
 - f) the Recipient no longer meets the eligibility criteria of the Program.
- 22.2 If there is a default or if, in DFO's opinion, there is likely to be a default, DFO may, after giving written notice to the Recipient and if the Recipient does not remedy the default within thirty (30) days, do any of the following: reduce the contribution level, suspend any payment, make arrangements under particular terms and conditions so that the Project is completed or continued by another recipient, rescind this Agreement and immediately terminate any financial obligation arising out of it and therefore require repayment of amounts already paid.
- 22.3 The fact that DFO refrains from exercising a remedy or any right herein must not be considered a waiver of such remedy or right and, furthermore, partial or limited exercise of a remedy or right conferred on DFO shall not prevent DFO in any way from later exercising any other remedy or right under the Agreement or other applicable law.

23 TERMINATION

- 23.1 DFO may terminate this Agreement upon ten (10) days written notice if it is determined that the Projects outlined in Projects Description and Activities (Annex A) are not being carried out or the deliverables and/or results outlined in Annex A cannot be achieved. Upon termination of this Agreement, the Recipient shall return to DFO any contributions, made by DFO, which are in excess of the eligible expenses incurred by the Recipient up to the date of notice.
- 23.2 The Recipient must inform DFO of any circumstances which may render the Projects no longer eligible and provide any documentation required to verify eligibility. If ineligibility is confirmed, or if any other misrepresentation of the facts relative to the contribution has occurred, DFO shall terminate the Agreement.
- 23.3 This Agreement may be terminated by either Party with ten (10) days notice in writing given to the other Party.

24 DISPUTE RESOLUTION

If any issue arises under this Agreement, the Parties will attempt to resolve the issue in a collaborative and informal manner. Where an issue remains unresolved, the Parties may develop and implement a mutually agreed-to issue resolution process to resolve the issue.

25 NOTICE

Where any information or communication is required to be given under this Agreement, it will be in writing and delivered personally or by courier, registered mail, electronic mail or facsimile transmission, and unless notice to the contrary is given, will be addressed to the Party at:

To Recipient:

Eastern Shore Fishermen's Protective Association
P.O. Box 55
Musquodoboit Harbour, Nova Scotia
B0J 2L0
Attention: Lori Baker

Telephone: 902-889-3185
Email: [REDACTED]

To DFO:

Fisheries and Oceans Canada
200 Kent Street,
Ottawa, Ontario K1A 0E6
Attention: Chantal Gregoire

Telephone: 613-799-1721
Email: chantal.gregoire@dfo-mpo.gc.ca

A notice or communication will be deemed to have been received:

- a) the following business day if sent by facsimile or delivered in person;
- b) three (3) business days after sending if sent by e-mail;
- c) five (5) business days after the posting if sent by regular mail; or
- d) when receipt has been acknowledged by the other Party if sent by courier or registered mail.

A Party may change its representative and contact information by giving written notice of the change to the other Party.

26 SEVERABILITY

If any provision of this Agreement is determined to be invalid, illegal or unenforceable by a competent court, that provision must be removed from this Agreement without affecting any other provision of the Agreement.

27 SURVIVAL

All obligations of confidentiality, representations and warranties set out in this Agreement as well as the provisions which bind the Recipient which, by the nature of the rights or obligations might reasonably be expected to survive, must survive the expiry or termination of this Agreement.

28 AMENDMENTS

This Agreement must only be amended by mutual, written consent of the Parties hereto. To be valid, any amendment to the Agreement must be in writing and signed by the Parties hereto or by their duly authorized representatives, while the Agreement is in effect.

29 GOVERNING LAW

This Agreement must be governed by and interpreted in accordance with the applicable laws in the Province of Nova Scotia

30 LANGUAGES

The Recipient shall respect the spirit and the intent of the *Official Languages Act* when serving the public through its Projects. Linguistic requirements may apply to the Projects depending on the specificity of the regions, locations and/or targeted audiences of the Projects. The Recipient, in consultation with DFO, must determine the linguistic obligations resulting from the Projects based on the linguistic composition of the targeted public.

31 EFFECTIVE DATE AND DURATION


- 31.1 This Agreement is effective on the date of the last signature below.
- 31.2 Subject to termination, the terms and conditions of the Agreement remain in effect until May 31, 2019
- 31.3 Subject to the provisions found in this Agreement, only those expenditures incurred by the Recipient from the effective date to March 31, 2019 are considered eligible expenses.

IN WITNESS WHEREOF, the Parties have executed this Agreement in TWO originals through their duly authorized representatives.

**EASTERN SHORE FISHERMEN'S
PROTECTIVE ASSOCIATION** by its duly
authorized representative

**HER MAJESTY THE QUEEN IN RIGHT
OF CANADA** as represented by the Minister of
Fisheries and Oceans


Peter Connors
President


Jeff MacDonald
Director General
Oceans Management

Mar. 15 / 18
Date

MAR 12 2018
Date

ANNEX A

PROJECT DESCRIPTION AND ACTIVITIES

Objectives

The Eastern Shore Islands (ESI) area off the Atlantic Coast of Nova Scotia will soon be announced as an Area of Interest (AOI) for Marine Protected Area (MPA) designation. The selection of an AOI signals the intention of Fisheries and Oceans to work together with federal and provincial government departments, First Nations, Indigenous groups, the fishing industry, local communities and other stakeholders towards the designation of a MPA. In support of the extensive consultation required, a stakeholder advisory committee and fisheries working group will be established.

The proposed project objectives are: 1) to provide support to the Eastern Shore Fishermen's Protective Association (ESFPA) for consultation and engagement, and 2) to provide support for a mapping project to collect fisheries information and local ecological knowledge with the ESFPA membership. This work will help to ensure adequate input from fishermen into the design of a potential future Eastern Shore Islands Marine Protected Area (MPA).

Fisheries consultation and engagement:

The ESFPA represents the majority of license holders who actively fish with the proposed AOI. Thus, the membership for this association comprises the participant list for the Fisheries Work Group needed ensure adequate consultation and engagement of the fisheries sector during the AOI process. The ESFPA will also provide representation on the advisory committee. In order to ensure adequate participation and input from the membership, this project proposes funds to support the ESFPA in a secretariat role for the Fisheries Working Group. Tasks associated with this role will include communications with the membership, scheduling, coordination and facilitation of working group meetings, drafting of meeting minutes, and compiling and summarizing advice to DFO. It is expected that the fisheries working group will meet approximately 5 times with DFO during the planned consultation period (January-December 2018), including 2 meetings during the 2017-18 fiscal year and ~3 meetings during the 2018-2019 fiscal year. The working group may also choose to have additional meetings (with or without DFO present) for further discussions and to compile feedback and advice for DFO.

Fisheries mapping project:

The lobster fishery represents 97% of the total average landed value from the Eastern Shore Islands AOI; however, data on important areas for this fishery are limited to management grids as per logbook reporting requirements. Due to the limitations on spatial catch data available for inshore fisheries, a fishermen's knowledge mapping project is proposed. This project will allow fishermen to identify important fishing areas (by species and gear type), as well as share their knowledge about areas of ecological importance (e.g. eelgrass beds, berried female lobsters, etc.). This information will provide a better understanding of the fishing activities occurring within Eastern Shore Islands and important ecological areas within the site, which will in turn help inform the ecological risk assessment, socio-economic analyses, and the MPA site design process.

Traditionally this kind of mapping project is conducted through one-on-one and group interviews, with spatial information recorded on paper charts and then digitized for use in a Geographic Information System (GIS) at a later date. To simplify this process, it is proposed that SeaSketch be employed to collect spatial and contextual information from participants digitally. SeaSketch is a GIS collaboration and engagement tool with a wide variety of uses and outputs. The survey tool will allow fishermen to draw polygons on a digital map and answer questions about their activities and/or the ecological value of indicated areas, in an easy-to-use manner. Information provided by individual fishermen will be protected as confidential; map products shared with the membership and DFO for decision-making purposes will show aggregated input from multiple (5 or more) participants.

Tasks and expenses associated with this project include the cost of the SeaSketch license, server access, and technical support, a laptop computer, and staff time to engage the ESFPA membership and facilitate the mapping exercise. Work will include hosting information sessions to introduce the project to potential participants, appointment scheduling to encourage participation by individual members, and the active oversight and provision of assistance for fishermen as they use the technology.

Description/Work Plan		
Activities	Expected Outcomes	Timeline
Scheduling, coordination and facilitation of ~5 Fisheries Working Group meetings	These meetings will provide a mechanism for the ESFPA membership to engage and provide meaningful input into the MPA designation process for the ESI. The meetings with DFO present will provide a platform for the department to share information with the ESFPA membership, and to obtain direct feedback to help inform site design and plans for management of the area.	2 meetings to be held (with DFO) present during February 2018 and March 2018. ~3 meetings to be held (with DFO present) between April 2018 and March 2019. Additional meetings with the membership may occur as needed throughout the duration of the project (February 2018 – March 31 2019).
Prepare meeting minutes/reports	Meeting minutes/reports will be prepared to capture meeting discussions and to deliver advice from the ESFPA to DFO.	February 2018 – March 2019
Conduct fisheries mapping project.	Identify and map fishing areas. Identify and map ecological features. Provide better understanding of fishing activities which will inform the ecological risk assessment, socio-economic analyses and the MPA site design process. Share final products of the mapping project with the Fisheries Working Group and DFO to help with MPA design discussions.	February 2018 – August 2018
Expected Outcomes		
<p>The expected results are:</p> <ul style="list-style-type: none"> •Engagement of the ESFPA membership in meaningful consultation as part of the designation process for a future Eastern Shore Islands MPA. •Collection of detailed inshore fisheries information and fishermen's knowledge of ecological features to inform the ecological risk assessment, socio-economic analyses and the MPA site design process. 		

ANNEX B
BUDGET 2017-2018

Detailed Eligible Expenditures by Category	Eligible Expenditures			
	Department of Fisheries and Oceans Funding	Other Government Funding	Non- Government Funding and other	Total
Administrative overhead (up to 10% of eligible costs of Project)	2,420			2,420
Salary and wages and other labour expenses	3,400			3,400
Materials and supplies	800			800
Conferences and meetings	800			800
Software and computer equipment	19,200			19,200
Sub-Total – Cash	26,620			26,620
Subtotal – in kind	0			0
Total Expenditures:	26,620			26,620

- Travel and accommodation expenses must not exceed rates set out in the National Joint Council Travel Directive:
<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php> (See Appendix B for Kilometric Rates and
Appendix C for Meal Allowances).

ANNEX B

BUDGET 2018-2019

Detailed Eligible Expenditures by Category	Eligible Expenditures			
	Department of Fisheries and Oceans Funding	Other Government Funding	Non-Government Funding and other	Total
Administrative overhead (up to 10% of eligible costs of Project)	1,387.25			1,387.25
Salary and wages and other labour expenses	11,000.00			11,000.00
Conferences and meetings	2,879.25			2,879.25
Sub-Total – Cash	15,266.50			15,266.50
Subtotal – in kind	0			0
Total Expenditures:	15,266.50			15,266.50

¹ - Travel and accommodation expenses must not exceed rates set out in the National Joint Council Travel Directive: <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php> (See Appendix B for Kilometric Rates and Appendix C for Meal Allowances).

ANNEX C

REPORTING REQUIREMENTS AND PAYMENT SCHEDULE

(Advanced) Payments			
Schedule Payment Date	Period Covered for payments	Required documents	Reporting Due Dates
30 days from the receipt of the reporting	Last Signature Date to March 31, 2018	<ul style="list-style-type: none"> Updated cashflow statement 	March 1, 2018
30 days from the receipt of the reporting	April 1, 2018 to March 31, 2019	<ul style="list-style-type: none"> Updated cash flow statement (Annex E) Interim Project Progress /Activity Report (Annex D) 	April 30, 2018
Final Payment (holdback) at the end of the Agreement			
<ul style="list-style-type: none"> Final payment (holdback) released upon receipt and approval of final cash flow statement and Final Project Progress/Activity Report. Final Payment (holdback 5%= up to \$2,094.35) 		<ul style="list-style-type: none"> Final cashflow statement Final Progress Progress/ Activity Report 	May 31, 2019

ANNEX D

(INTERIM/FINAL) PROJECT PROGRESS/ACTIVITY REPORT Oceans Management Contribution/Grants Program

Fiscal Year:	
Name and Address of Recipient:	Eastern Shore Fishermen's Protective Association P.O. Box 55 Musquodoboit Harbour, Nova Scotia B0J 2L0
Amount of Approved Contribution for Fiscal Year:	

Reporting period: from: _____ to: _____

Type of report: <input type="checkbox"/> Progress Report <input type="checkbox"/> Year End Report	Purpose of report: <input type="checkbox"/> Request for advance payment * <input type="checkbox"/> Request for reimbursement <input type="checkbox"/> Release holdback <input type="checkbox"/> Other: _____
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Section 1 – Financial Summary – Complete budgeted cash & in-kind lines prior to signing

Eligible Cost Category		Budgeted Cash Amount	Budgeted In-Kind Amount	Cash received to date (fill in total only)	In-Kind received to date (fill in total only)	Expenses to date
1	Administrative overhead (up to 10% of eligible costs of Project)					
2	Salary and wages and other labour expenses					
3	Materials and supplies					
4	Conferences and meetings					
5	Software and computer equipment					
TOTAL AGREEMENT						

¹ - Travel and accommodation expenses must not exceed rates set out in the National Joint Council Travel Directive: <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php> (See Appendix B for Kilometric Rates and Appendix C for Meal Allowances).

Section 2 – Reporting

Using your Project work plan as a guide:

- a) Provide a brief description of events related to the Project during the period covered by the report.

- b) Describe the activities completed and results obtained with respect to the objectives of the Project during the period covered by the report.

- c) Explain how these results contribute to one or both of the Program outcomes: to work collaboratively to support oceans conservation and management activities and/or to increase knowledge on the components, functions and state of Canada's Marine Environment. **(Final Report Only)**

- d) Provide a description and explanation of the key successes, difficulties and challenges encountered by the Project staff in achieving the objectives of the Project during the period covered by the report.

e) Provide a brief description of the activities to be completed during the next reporting period and any expected changes to the action plan. (Interim Report)

f) This section is in relation to the current cash flow. Respond to the following, if they apply to your situation:

- If there are differences between what you expected to spend and what you did spend in any of the line items, provide a brief explanation for why/how the differences occurred.
- If your project forecast has changed from that outlined in your Contribution Agreement, provide an explanation for the changes. In particular, identify how these changes will impact on the activities and timelines for them as per the Contribution Agreement.

Signature of Project Coordinator

Date

ANNEX E
CASH FLOW PROJECTION OF ELIGIBLE COSTS

Fiscal Year _____

☐ Original

☐ Revised as of _____

MONTH	\$ AMOUNT Current Fiscal Year
April	
May	
June	
July	
August	
September	
October	
November	
December	
January	
February	
March	
TOTAL	

NOTES:

Please provide the monthly breakdown of Eligible Costs for future months and only for months for which Activities are planned. The total amount for the current Fiscal Year should equal the contribution amount for the applicable Fiscal Year.

Signature of Project Coordinator

Date

ANNEX F

ELIGIBLE COSTS

Eligible expenses include reasonable and properly itemized costs directly related to the eligible activities, including:

- Administrative overhead up to 10% of eligible costs of Project;
- Salary and wages and other labour expenses; including contributions to Employment Insurance, the Canada Pension Plan, the Workers' Compensation Board, the Provincial Pension Plan or other Employee Benefit Plans;
- Travel and related expenditures in keeping with National Joint Council Travel Directive;
- Professional services;
- Utilities;
- Materials and supplies;
- Conferences and meetings (organization and/or participation in);
- Rental of office space, a room, set of rooms, buildings and/or facilities;
- Rental or lease of vehicles, vessels and aircraft in support of Project activities;
- Training;
- Equipment and gear purchase or rental;
- Software and computer equipment;
- Repair and maintenance; and,
- Federal and Provincial taxes, only after credits and reimbursements have been considered.

Expenses other than those herein allowed are ineligible, unless specifically approved in writing by the Minister of the Fisheries and Oceans or his/her deputy head in the amendment of these Terms and Conditions. Specifically, costs associated with lobbying activities including support for political activities and causes and costs relating to the purchase of large capital assets such as buildings, vehicles and marine vessels are ineligible.

ANNEX G
DEFINITIONS

In this Agreement:

"Agreement" means this Agreement and any Schedules attached to it, as amended from time to time in accordance with this Agreement;

"Fiscal Year" means the one year period beginning with April 1 of a calendar year and ending with March 31 of the next calendar year;

"Parties" means the Recipient and DFO and **"Party"** means either one of them; and

"Project" means a planned set of interrelated tasks to be executed over a fixed period and carried out by the Recipient set out in the Project Description and Activities in Annex A.